

March 31, 2006

TO PROVIDERS OF RFP #06-003-46, WASTE TIRE RECYCLING FOR SHELBY COUNTY, TENNESSEE

Shelby County Government is soliciting proposals of professional services for the collection and proper disposal of waste tires in Shelby County, Tennessee. The RFP is located on the County's website at www.shelbycountyttn.gov. Go to "Purchasing Bids" under Online Services to locate the above-described RFP. If you do not have access to the Internet and require us to send you a hard copy of the RFP, please call us at (901) 545-4360 to request a copy.

The proposal, as submitted, should include all estimated costs related to the services requested in this RFP. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Respondents requesting additional information or clarification are to contact Mark McCrory at 901-545-5564.

Proposals must be received in the office of the Administrator of Purchasing no later than 4:00 p.m. on Friday, April 21, 2006. Proposals should be addressed to:

**Phyllis Shrader, CPPO, CPPB
Shelby County Government
160 N. Main, Rm. 550
Memphis, TN 38103**

The package containing the original and five (5) copies of your proposal must be sealed and marked with the Proposer's name and "CONFIDENTIAL – WASTE TIRE RECYCLING FOR SHELBY COUNTY, TENNESSEE, and RFP #06-003-46" noted on the outside.

Sincerely,

Signed Original On File

Phyllis Shrader, CPPO, CPPB
Shelby County Government Purchasing

Pgs

cc: Cliff Norville, Support Services
Mark McCrory, Support Services

I. INTRODUCTION

Shelby County Government's Support Services Department (the "County") has issued this Request for Proposal ("RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide Waste Tire Management Services in accordance with the specifications stated herein. The successful proposer will hereinafter be referred to as the "Contractor." The Contractor will be selected and invited to enter into a contractual relationship with Shelby County for the services outlined in this RFP. In this RFP, the terms Proposer and Consultant are used interchangeably unless the context indicates otherwise.

Any and all revenues derived from the sales of product by the Contractor shall be the property of the Contractor.

The County anticipates that the contract term will commence on July 1, 2006 and, with annual renewals, continue through June 30, 2011.

A significant, but not sole, basis of award will be that the Contractor will commit contractually to provide the specific services in accordance with requirements from the County and the State of Tennessee. The Tennessee General Assembly passed the Solid Waste Management Act of 1991, which created the Waste Tire Program. This RFP is being issued in compliance with this Act.

II. MINIMUM PROPOSER REQUIREMENTS

The Minimum Requirements the County will require of the Contractor:

- Enable the County to fully comply with T.C.A 68-21-835 regarding the management of waste tires.
- Maximize the beneficial end usage of tires through approved environmentally friendly methodologies.
- Have at least 3 years experience in waste tire recycling.

The Minimum Criteria the County will use to determine the "Responsibility" of each proposer:

- Proposer's demonstrated capabilities and qualifications as determined by reference checks.
- Does the Proposer demonstrate an understanding of the County's needs and proposed approach to meeting those needs?
- Does the Proposer possess that ability, capacity, skill, and financial resources to provide the services?
- Can the Proposer take upon itself the responsibilities set forth in the RFP (and resultant contract) and produce the required outcomes timely?
- Does the Proposer have the character, integrity, reputation, judgment, experience, and efficiency required by the contract?
- Has the Proposer performed satisfactorily in previous contracts of similar size and scope?
- Does the Proposer propose to provide the services at a fair and reasonable cost?

III. CORRESPONDENCE

All correspondence, including proposals, and questions concerning the RFP are to be submitted to:

**Phyllis Shrader, CPPO, CPPB
Shelby County Government
160 N. Main St. Suite 550
Memphis, TN 38103
(901) 545-4352**

IV. PROPOSAL SUBMISSION DEADLINE

All proposals must be received at the address listed above no later than 4:00 pm on Friday, April 21, 2006. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances, regardless of weather conditions, transportation delays, or any other circumstance, will this deadline be extended.

V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective Proposers shall be notified.

Request for Proposals Released	Monday, April 3, 2006
Non-mandatory pre-proposal conference	Friday, April 7, 2006 at 1 pm
Proposal Due Date	Friday, April 21, 2006 by 4:00 pm
Notification of Award	Early May 2006

The County may reproduce any of the Proposer's proposal and supporting documents for internal use or for any other purpose required by law.

VI. PROPOSAL CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

D. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and Proposers agree that all costs incurred in developing this RFP are the Proposer's responsibility.

E. Final Authority

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

VII. GENERAL REQUIREMENTS

A. Background

Shelby County Government is requesting proposals from qualified firms to provide Waste Tire Management Services in accordance with the specifications stated herein. The consultant must have experience and have performed similar satisfactory Waste Tire Management Services for other clients.

B. Scope of Contract

The County wishes to engage in a contractual relationship with the best-qualified Firm selected through a competitive process that will work well with the County Support Services in a manner that is cost-effective and practical. The Consultant must be prepared to begin immediately upon receipt of a Notice to Proceed.

The County receives approximately 12,000 waste tires per week, 700 tons per month. The tires may not be stored at the facility for more than 48 hours. The tires must be recycled in a TDEC approved manner.

1. Purpose

To select the best-qualified firm and award a County-approved contract for professional services to perform the services for the Project and to satisfactorily complete all consulting activities associated with the Project.

2. Services Required

Specifically, Proposer will provide complete design, build, and operation services pertaining to collecting, transporting, and recycling of waste tires. The County is interested in bids for two different scenarios. Under the base bid, the Contractor will provide all necessary personnel, equipment, and site.

a. Under the Turnkey Operation, the Contractor will at a minimum provide:

- Collection facility for public to deliver waste tires,
- Truck Weight Scales,
- Equipment for loading, unloading, or moving tires into trailers,
- Shelter for operations staff,
- Adequate staff for supervising facility,
- Timely removal of waste tires, and
- Proper Disposal of waste tires in a manner that is approved by TDEC.

The County is also interested in an alternative bid, a Minimal Operation, where the County would provide the site, equipment, and some personnel.

b. Under the Minimal Operation, the Contractor will at a minimum provide:

- Adequate staff for supervising facility,
- Timely removal of waste tires, and
- Proper Disposal of waste tires in a manner that is approved by TDEC.

3. Reservation of Rights

The County reserves the right, for any reason to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

4. Award of Contract

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

VIII. CONTRACT REQUIREMENTS

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

A. General Requirements

1. Control. All services by the Consultant will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.

2. Contractor's Personnel. The Consultant certifies that it presently has adequate qualified personnel to perform all services required under this Contract. All work under this Contract will be supervised by the Consultant. The Consultant further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.

3. Independent Status. (a) Nothing in this Contract shall be deemed to represent that the Consultant, or any of the Consultant's employees or agents, are the agents, representatives, or employees of the County. The Consultant will be an independent contractor over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give County the right to direct the Consultant as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Consultant is solely for purposes of compliance with local, state and federal regulations and means that the Consultant will follow the desires of the County only as to the intended results of the scope of this Contract.

(b) It is further expressly agreed and understood by Consultant that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that Consultant has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by Consultant for services performed shall be on the Consultant's letterhead.

4. Termination Or Abandonment. (a) It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:

- (i) the Consultant or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has plead nolo contendere, or has plead or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
- (ii) Consultant subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.
- (iii) Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Consultant assets.

(b) The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Consultant for Consultant's failure to provide the services specified under this Contract.

(c) This Contract may be terminated by either party by giving thirty (30) days written notice to the other, before the effective date of termination. In the event of such termination, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, Consultant shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.

(d) All work accomplished by Consultant prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.

(e) Notwithstanding the above, Consultant shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by Consultant and the County may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the County from Consultant is determined.

5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Consultant from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Consultant's obligations to its transferors or subcontractors. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.

6. Conflict Of Interest. The Consultant covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of its services. The Consultant warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the Consultant in connection with any work contemplated or performed relative to this Contract.

7. Covenant Against Contingent Fees. The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment Of County Workers. The Consultant will not engage, on a full or part-time, or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Consultant and the County will be referred to the Shelby County Contract Administrator or his/hers duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws. (a) If required, the Consultant certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

(b) The Consultant is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).

(c) This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Consultant agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Consultant hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Consultant on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Consultant shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.

13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.

14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in

full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.

15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.

16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the contractor shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.

18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorization, submission of travel claims, documentation requirements, and reimbursement rates. No travel advances will be made by the County.

19. Incorporation Of Other Documents. (a) Consultant shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids as well as the Response of Consultant thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

(b) It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Small And Minority Firms And Women's Business Enterprise. The Consultant shall take affirmative action to assure that Small and Minority Businesses are utilized when possible as sources of supplies, equipment, construction and services and will in addition take similar appropriate affirmative action in support of Women's Business Enterprises.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. No Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to County by Consultant, Consultant understands and acknowledges that County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to County by Consultant due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority. (a) Consultant represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

(b) The execution, delivery and performance of this Contract by the Consultant has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of Consultant, any provision of any indenture, agreement or other instrument to which Consultant is a party, or by which Consultant's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. Consultant warrants to County that all work shall be free from defects in design and faulty or improper workmanship, and shall be in strict compliance with the terms of this Contract. This warranty shall be effective for a period of not less than one year from the date of acceptance by the Shelby County Engineer of the Project as satisfactorily complete.

25. Rights in Data. (a) The Consultant agrees that all reports, studies, plans, models, drawings, specifications, and any other information or data of any type relating to its activities under this Contract, whether or not the same is accepted or rejected by the County, shall remain the property of the County and shall not be used or published by the Consultant or any other party without the express prior consent of the County. In implementing the foregoing, the Consultant hereby grants and assigns to the County all rights and claims of whatever nature and whether now or hereafter arising in and to any and all of such reports, studies, plans, models drawings, specifications, and other information or data and shall cooperate fully with the County in any steps the County may take to obtain copyrights, trademark or like protections with respect thereto. The signing of this Contract shall constitute a complete transfer of ownership, intellectual property and copyright of all documents from the Consultant to the County upon

substantial completion of the Project. The Consultant shall not construe such transfer as a grant for usage nor can the Consultant revoke it.

(b) All information owned, possessed or used by the County which is communicated to, learned, developed or otherwise acquired by the Consultant in the performance of the Project for the County, which is not generally known to the public, shall be confidential and the Consultant shall not, beginning on the date of first association or communication between the County and the Consultant and continuing through the term of this Contract and any time thereafter, disclose, communicate or divulge, or permit disclosure, communication or divulgence, to another or use for the Consultant's own benefit or the benefit of another, any such confidential information, unless required by law. Except when defined as part of the Work or Project, the Consultant shall not make any press releases, public statement, or advertisement referring to the Project or the engagement of the Consultant as an independent contractor of the County in connection with the Project, or release any information relative to the Project for publications, advertisement or any other purpose without the prior written approval of the County.

(c) The Consultant shall obtain assurances similar to those contained in this subsection from persons, contractors and subcontractors retained by the Consultant. The Consultant acknowledges and agrees that a breach by the Consultant of the provisions of this section will cause the County irreparable injury and damage. The Consultant, therefore, expressly agrees that the County shall be entitled to injunctive or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Contract.

26. Consultant's Responsibilities.

A. Indemnification and Insurance Requirements

1. Responsibilities For Claims And Liabilities. (a) Consultant shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Agreement or in the performance of the duties hereunder, whether performed by the Consultant its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Agreement.

(b) Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Consultant shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.

(c) The County has no obligation to provide legal counsel or defense to Consultant or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against Consultant as a result of or relating to obligations under this agreement.

(d) Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against Consultant as a result of or relating to obligations under this agreement.

(e) Consultant shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against Consultant or its subcontractors regarding any matter resulting from or relating to Consultant's obligations under this agreement and will cooperate, assist and consult with the County in the defense or investigation thereof.

2. Insurance Requirements. Consultant will provide evidence of the following insurance coverage:

- (a) Professional Liability coverage with limits of \$1,000,000.00 per occurrence/\$2,000,000.00 annual aggregate for this contract, coverage written on claims-made policy form. Insurer to be rated A or better by A. M. Best & Co.
- (b) Commercial General Liability - Minimum limit of \$1,000,000.00 per occurrence single limit for bodily injury and property damage.
- (c) Worker's Compensation – Consultant will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.
- (d) Automobile liability - Minimum limit of \$1,000,000.00 per occurrence on all owned, hired and non-owned autos. Shelby County to be named additional insured.

Shelby County shall be named as additional insured. All policies will provide for 30 days written notice to Shelby County of cancellation or material change in coverage provided.

B. Right to Monitor and Audit

Access To Records. During all phases of the work and services to be provided hereunder Consultant agrees to permit duly authorized agents and employees of the County, to enter Consultant's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Consultant will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

IX. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addendum (as applicable,) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received by no later than 4:00 pm on April 21, 2006 at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. Proposer agrees to provide County with any additional information it deems necessary to accurately determine ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify this organization from further consideration. Such additional information may include evidence of financial ability to perform.

B. Proposal Presentation

1. An original and five (5) copies of the written proposal are required.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"WASTE TIRE RECYCLING FOR SHELBY COUNTY, RFP #06-003-46."**
3. Proposals must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by the person

signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our bid number.

4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. Tennessee sales tax shall not be included in the Consultant's proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package that must be submitted in the following format:

1. Cover Page – Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal that must include the following information:
 - a. A statement that the proposal is being submitted in response to the Request for Proposal – WASTE TIRE RECYCLING FOR SHELBY COUNTY, RFP #06-003-46.
 - b. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with the County on behalf of the organization/firm.
 - c. A statement certifying that:
 - (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
 - (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
 - (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition;
 - (iv) the offer made in the proposal is firm and binding for 90 days after receipt of the proposal by the County; and
 - (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.
2. Experience
 - a. Describe the experience the Proposer has in consulting services for waste tire recycling, including a list of relevant projects.

- b. Briefly describe the experience of Proposer's key staff that will be working on any part of the Project.
 - c. List the experience of any prime sub-consultants that will be used in the performance of the services on the Project.
- 3. Proposals shall include the following:
 - a. List of key personnel and their experience.
 - b. Level of Minority or LOSB participation.
 - c. Name of any outside consultants/joint venture.
 - d. The hourly rate charges for professionals that would be assigned to the Project, including applicable multipliers, and any administrative or overhead charges that would be assigned to the Project.

X. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

- 1. Initial Review – All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
 - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
- 2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a. Ability to provide services in a timely manner (including, but not limited to, providing sufficient personnel, licensing, certification, preliminary and final drawings, specifications, calculations, cost estimates and all such services needed for the full completion of the Project).
 - b. Experience; and
 - c. Interview (if needed).

Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

B. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful Proposer's fees and scope of work or utilize their own resources for such work.